

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

The Court has considered the Parties' Stipulation and Request for Dismissal, without Prejudice. The Court grants the Request for Dismissal without Prejudice and retains jurisdiction to enforce the Settlement Agreement between the Parties including, without limitation, disputes over Defendants' compliance with the terms of the Agreement and disputes over the amounts of attorneys' fees, costs and expenses to be paid to Plaintiff's attorneys. This dismissal is without prejudice for the sole reason to permit the Court's continued jurisdiction to enforce the Settlement Agreement. The parties have agreed that the terms of Paragraph 1 of the Settlement Agreement are enforceable only if a constitutional violation or violation of some other federal law is proved, and that in order to prevail in any lawsuit to enforce this Settlement Agreement, both a material violation of the Settlement Agreement must be proved in addition to a violation of the U.S. Constitution or other violation of law.

The deadline to file a motion for reasonable attorneys' fees, costs and expenses is the 45th day after entry of this dismissal without prejudice. Within 45 days after entry of this dismissal, plaintiff may file a motion for reasonable attorneys' fees, costs and expenses if the parties have not stipulated with respect to reasonable attorneys' fees, costs and expenses.

The Clerk of the Court is hereby instructed not to close this matter unless and until there is a further order by the Court so directing. **A Case Management Conference will be held on November 27, 2007, at 2:00 p.m., to determine whether the case can be closed subject to retention of jurisdiction for enforcement.**

IT IS SO ORDERED.

Dated: August 24, 2007

Honorable Claudia Wilken
United States District Court Judge